

# TELEWORK AGREEMENT

The following constitutes an agreement on the terms and conditions of the telework arrangement made under the provisions of the Department of Commerce (DOC)/NOAA/OAR Telework Program between:

**Organization:** \_\_\_\_\_

**Employee:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

1. Employee volunteers to participate in the Telework Program. Employee voluntarily agrees to work at the employer-approved alternative workplace indicated below. Supervisor concurs with employee's participation. Employee and supervisor agree to adhere to the applicable telework guidelines and policies established by the DOC/NOAA/OAR.

2. Choose one:

- Employee will participate in the telework program on a regularly-scheduled, long-term basis, beginning \_\_\_\_\_.
- Employee will participate in the telework program on an regularly-scheduled, short-term basis, beginning \_\_\_\_\_, and ending no later than \_\_\_\_\_, to accommodate special needs.
- Employee will participate in the telework program on a non-regularly scheduled, episodic basis, beginning \_\_\_\_\_.

3. Employee's most recent performance rating of record and current performance must be at least "satisfactory" or the equivalent. The employee will complete assigned work according to supervisor's guidance and direction, and standards stated in the employee's performance plan.

4. Employee's official tour of duty is as follows:

Work Hours: (If employee is on a flexible work schedule, indicate core hours.)

Pay Period Week 1:

Pay Period Week 2:

Location: (“C” - Conventional Office; “A” - Alternative Office)

	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
Pay Period Week 1:					
Pay Period Week 2:					

5. Employee’s official duty station is: \_\_\_\_\_

(The conventional Federal office is the official duty station for purposes of special salary rates.)

The alternative duty station is: \_\_\_\_\_

6. Employee’s timekeeper will retain a copy of the employee’s telework schedule. The supervisor and employee are responsible for ensuring the accuracy of time and attendance reported for work at the official duty station and the alternative workplace.

7. Employee will follow established office procedures for requesting and obtaining approval of leave.

8. Employee agrees to work overtime only when ordered and approved by the supervisor in writing and in advance of working the overtime. Working overtime without such approval may result in termination of the telecommuting privilege and/or other appropriate action.

9. If the employee provides his/her own equipment, he/she is responsible for purchase, service, and maintenance costs. The government will **not** be liable for reimbursing employees for such costs. If the Government loans equipment to the employee, the employee must protect the equipment in accordance with applicable procedures. Government-owned equipment will be serviced and maintained by the Government. The employee is responsible for returning Government-owned equipment when maintenance is necessary, when terminating participation in the telework program or when no longer employed by the Organization identified in this agreement.

10. The employee agrees to permit the Government to inspect the alternative workplace during the employee’s normal working hours to ensure proper maintenance of Government-owned property and conformance with health and safety standards.

11. The employee is covered under the Federal Employee’s Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative duty station. The employee agrees to notify the supervisor immediately of any accident or injury that

occurs at the alternative workplace. The supervisor will investigate such a report immediately.

12. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

13. The government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence as the alternate work site. By participating in the OAR Telework Program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by Statute and implementing regulations.

14. (Applicable for those employees who telework from their home) I have completed, signed, and attached the self-certification checklist designed to assess the overall safety of my alternate work site (please check here) \_\_\_\_\_.

15. (If applicable) The following additional conditions apply to this agreement:

**Employee's**      **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor's**      **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Group  
Leader's**      **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Director's**      **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_